



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
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DONALD L. WOLFE, Director

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AV-0**

May 25, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**LEASE AGREEMENT BETWEEN THE COUNTY OF  
LOS ANGELES AND THE FEDERAL AVIATION ADMINISTRATION  
FOR A CONTINUED OPERATION OF AN AIR TRAFFIC CONTROL  
TOWER AT GENERAL WM. J. FOX AIRFIELD, LANCASTER  
SUPERVISORIAL DISTRICT 5  
4 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that this lease is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve and instruct the Mayor to sign the enclosed Lease Agreement and its Attachment No. 1 between the County of Los Angeles and the Federal Aviation Administration (FAA) for approximately 6,250 square feet of land to allow the continued operation of an air traffic control tower at General Wm. J. Fox Airfield in the City of Lancaster for a term of 20 years, commencing on October 1, 2006, and continuing through September 30, 2026, inclusive, with no monetary consideration in the form of rental.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

We are requesting that your Board approve and instruct the Mayor to sign the Lease Agreement and its Attachment No. 1 between the County of Los Angeles and the FAA for approximately 6,250 square feet of land to allow the continued operation of an air

traffic control tower at General Wm. J. Fox Airfield in the City of Lancaster for a term of 20 years, commencing on October 1, 2006, and continuing through September 30, 2026, inclusive, with no monetary consideration in the form of rental.

We are also requesting that your Board find that this lease is exempt from the provisions of CEQA.

On October 1986, your Board approved a lease for the control tower facility at General Wm. J. Fox Airfield. Over the years, the control tower has greatly enhanced convenience and safety for the users of the airport. The current lease will expire on September 30, 2006, and a new lease will be necessary.

#### **Implementation of Strategic Plan Goals**

This action is consistent with the Strategic Plan Goal of Service Excellence by continuing to allow space on the airport for the air traffic control facility to provide convenience and a critical safety service to the airport users.

#### **FISCAL IMPACT/FINANCING**

The County will not receive any monetary consideration for this lease, and there will be no County costs associated with the operation or maintenance of the control tower by the FAA.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

This lease has been reviewed from a legal standpoint and approved as to form by County Counsel.

#### **ENVIRONMENTAL DOCUMENTATION**

The proposed lease is a categorically exempt project, as specified in Class 1 (r) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

#### **CONTRACTING PROCESS**

It is not applicable for this lease.

The Honorable Board of Supervisors  
May 25, 2006  
Page 3

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no impact on current services.

**CONCLUSION**

The original and three (3) copies of the Lease Agreement and its Attachment No. 1 are enclosed.

1. Please have the Mayor sign the original Lease Agreement and its Attachment No. 1 and all copies, and return three (3) fully executed, original signature/stamped copies of both documents to the Aviation Division.
2. It is further requested that conformed copies of the agreement and its attachment be distributed to:
  - a. County Counsel
  - b. Auditor-Controller, General Claims Division

Respectfully submitted,

DONALD L. WOLFE  
Director of Public Works

TAG:hz  
FOX ATCT LEASE/B-2

Enc.

cc: Chief Administrative Office  
County Counsel

# FEDERAL AVIATION ADMINISTRATION



U.S. Department  
of Transportation

Lease No.: DTFAWP-07-L-00015  
Facility: ATCT-Fox Field  
Lancaster, California

## LAND LEASE ON-AIRPORT

Between

County of Los Angeles

and

**THE UNITED STATES OF AMERICA**

THIS LEASE is hereby enter into by County of Los Angeles  
whose address is:

Department of Public Works  
900 South Fremont Avenue  
Alhambra, California 91803-1331

herein after referred to as the Lessor and the United States of America, herein after referred to as the Government. This lease shall become effective when it is fully executed by all parties. The terms and provisions of this lease, and the conditions herein, bind the Lessor and the Lessor's administrators, successors, and assigns.

WITNESSETH: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

### 1. PREMISES *(08/02)*

The Lessor hereby leases to the Government the following described property, hereinafter referred to as the premises, viz.:

See Legal Description On Page 2.

Federal Aviation Administration

Page 1  
Rev. 04/04

Initials: \_\_\_\_\_ / \_\_\_\_\_  
Gov't Lessor(s)

Legal Description  
Lancaster Air Traffic Control Tower  
William J. Fox Air Field, Lancaster, California

Beginning at the section corner monument at 50<sup>th</sup> St. W. and Ave G.; thence N 32°24'57" E 2526.7 feet to a temporary bench mark; thence 43 feet north 15° west to the true point of beginning (south west corner of new base building) thence;

26 feet north 75° east thence;  
42 feet north 15° west thence;  
4 feet south 75° west thence;  
9 feet north 15° west thence;  
15 feet south 55° west thence;  
8 left south 15° east thence;  
8 feet south 75° west thence;  
42 feet south 15° east to the true point of beginning.

The new base building contains an area of 1192 square feet.

A new concrete slab with a perimeter security fence will occupy an 11 feet by 13 feet section of the existing property lease. A liquefied petroleum gas stand by emergency generator and LPG tank with necessary piping will be set on the new concrete slab. Underground cabling will need to be run from the new concrete slab to the existing ATCT.

The description of the location is:

From temporary benchmark N 18°00'02" W 125 feet thence N 71°59'58" E 34 feet thence S 18°00'02" E 1 foot to the true point of beginning thence 3°00'02" E 13 feet thence S 56°59'58" W 11 feet thence N 3°00'02" W 13 feet thence N 56°59'58" E 11 feet to true point of beginning.

(a) Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the said lands and adjoining lands of the Lessor, and unless herein described otherwise, to be by routes reasonably determined to be the most convenient to the Government.

(b) And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of Government facilities.

(c) And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government.

2. TERM (10/96)

To have and to hold commencing on October 1, 2006 and continuing through September 30, 2026, inclusive.

3. CANCELLATION (08/02)

The Government may terminate this lease, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by registered mail; return receipt requested and mailed at least 30 days before the effective termination date.

4. CONSIDERATION (08/02)

The Government shall pay the Lessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises hereby leased.

5. HOLDOVER (10/96)

If after the expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a month-to-month basis. This period

shall continue until the Government has signed a new lease with the Lessor, acquired the property in fee or vacated the leased premises.

#### 6. NON-RESTORATION (10/96)

It is hereby agreed between the parties, that upon termination of its occupancy, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this lease. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor.

#### 7. INTERFERENCE WITH GOVERNMENT OPERATIONS (10/96)

The Lessor agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature on the site or adjoining land within the airport boundaries that may interfere with the proper operation of the facilities installed by the Government under the terms of this Lease unless consent hereto shall first be secured from the Government in writing.

#### 8. FUNDING RESPONSIBILITY FOR GOVERNMENT FACILITIES (10/96)

The Lessor agrees that any relocation, replacement, or modification of any existing or future Government facilities covered by this Lease during its term or any renewal thereof made necessary by airport improvements or changes which in the Government's opinion interfere with the technical and/or operational characteristics of the Government facilities will be at the expense of the Lessor, except, when such improvements or changes are made at the written request of the Government. In the event such relocations, replacements, or modifications are necessitated due to causes not attributable to either the Lessor or the Government, funding responsibility shall be determined by the Government.

#### 9. HAZARDOUS SUBSTANCE CONTAMINATION (05/00)

The Government agrees to remediate, at its sole cost, all hazardous substance contamination on the leased premises that is found to have occurred as a direct result of the installation, operation, and/or maintenance of the air traffic control tower site. The Lessor agrees to remediate, at its sole cost, any and all other hazardous substance contamination found on the leased premises. The Lessor also agrees to save and hold the Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found

on the leased premises not directly attributable to the installation, operation and/or maintenance of the air traffic control tower site.

#### 10. QUIET ENJOYMENT (10/96)

The Lessor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

#### 11. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (10/96)

The Government agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such subordination shall not interfere with any right of the Government under this lease. It is mutually agreed that this subordination shall be self operative and that no further instrument shall be required to effect said subordination.

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the FAA will be deemed to have attorned to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the lessor under this lease, establishing direct privity of estate and contract between the Government and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Real Estate Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.

#### 12. OFFICIALS NOT TO BENEFIT (10/96)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit.

#### 13. COVENANT AGAINST CONTINGENT FEES (8/02)



The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

#### 14. ANTI-KICKBACK (10/96)

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

#### 15a. CONTRACT DISPUTES (11/03)

(a) All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) All Contract Disputes shall be in writing and shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70  
Federal Aviation Administration  
800 Independence Ave, S.W., Room 323,  
Washington, DC 20591  
Telephone: (202) 267-3290  
Facsimile: (202) 267-3720

(c) A contract disputes against the FAA shall be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. The full text can be found via Internet at [Contract Dispute Full Clause](#).

## 15b. PROTEST (11/03)

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Real Estate Contracting Officer.

(c) Protests shall be in writing and shall be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70  
800 Independence Ave., S.W., Room 323  
Washington, DC 20591  
Telephone: (202) 267-3290  
Facsimile: (202) 267-3720

- (2) At the same time as filing the protest with the ODRA, the protestor shall serve a copy of the protest on the Real Estate Contracting Officer (RECO).

(d) A protest is considered to be filed on the date it is received by the ODRA and shall be filed:

- (i) Not later than seven (7) business days after the date the protestor knew or should have known of the grounds for the protest; or
- (ii) If the protestor has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.

The full text of the Contract Protest clause is incorporated by reference. The full text can be found via Internet at [Protest Full Clause](#).

## 16. NOTIFICATION OF CHANGE OF LAND TITLE (08/02)

If the Lessor sells or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting said demised premises, they shall immediately notify the Government, in writing, of any such transfer or conveyance affecting the demised premises within 30 calendar days after completion of the "change in property rights". Concurrent with the written notification, the Lessor shall provide the Government copies of the

legal document(s) (acceptable to local authorities) for transferring and or conveying the property rights.

17. The following are attached and made a part hereof:

- a. The Lessor agrees that any relocation, replacement, or modification of the Air Traffic Control Tower (ATCT) thereof covered by this lease during its term or any renewal thereof made necessary by airport improvements or changes which impair or interrupt the technical and/or operational characteristics of the facility, will be at the expense of the airport owner' except when such improvements or changes are made at the specific request of the Government.
- b. Attachment No. 1, Operation Agreement for Airport Traffic Control Tower, shall be independently executed and made a part of the lease DTFAWP-07-L-00015.
- c. The Lessor agrees not to erect or to allow to be erected on adjacent property of the Lessor, any structure or obstruction that will interfere with the property operation of the Airport Traffic Control Tower.

18. NOTICES (10/96)

All notices/correspondence shall be in writing, reference the lease number, and be addressed as follows:

TO LESSOR: COUNTY OF LOS ANGELES  
Department of Public Works  
900 S. Fremont Avenue  
Alhambra, California 91803-1331

TO GOVERNMENT: Department of Transportation  
Federal Aviation Administration  
Real Estate & Utilities Team, AWP-54B  
P.O. Box 92007  
Los Angeles, CA 90009-2007

19. LEASE SUCCESSION (08/02)

This lease supersedes lease No. DTFA08-86-L-11580 and all other previous agreements between the parties for the leased property described in this document.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

**LESSOR**

**UNITED STATES OF AMERICA**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Official Title)

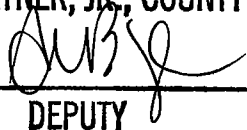
\_\_\_\_\_  
(Official Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

APPROVED AS TO FORM  
RAYMOND G. FORTNER, JR., COUNTY COUNSEL

BY

  
DEPUTY

Lease No.: **DTFAWP-07-L-00015**  
Attachment: "1"

DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION  
WESTERN-PACIFIC REGION  
P.O. BOX 92007, WORLD WAY POSTAL CENTER  
LOS ANGELES, CALIFORNIA

**OPERATION AGREEMENT FOR AIRPORT TRAFFIC CONTROL TOWER**  
(Constructed by the Government)

I. THIS AGREEMENT is hereby attached to and made a part of Lease **DTFAWP-07-00015** by and between the United States of America acting by and through the Federal Aviation Administration, hereinafter called the Government, and the **County of Los Angeles**, operating its airport known as **WM. J. Fox Airport**, located in **Lancaster, California**, hereinafter called the Lessor. This Agreement shall be executed by the parties hereto independently of said Lease to which it is a part.

II. WHEREAS, an Airport Traffic Control Tower (ATCT) will be or has been erected on the leased plot by and at the expense of the Government; and

III. WHEREAS, it is in the public interest that the said ATCT on the above airport be operated by the Government, subject to the availability of funds therefore, in accordance with standards established by the Government;

IV. NOW, THEREFORE, the Lessor agrees to the following conditions:

1. The Lessor shall, at no expense to the Government, provide the lighting control panels in the said Tower and shall provide all electrical circuits and current, on a continuing basis, necessary for the operation of boundary, flood and obstruction lights, including those which may be operated by the Government; all airport lighting which the Government determines is essential to aircraft operations, including the foregoing, and all such air traffic control devices which are designed to be directly or remotely controlled from the Airport Traffic Control Tower and the Lessor shall be responsible for the proper and continued functioning of any locally installed lights or other device placed under the Government's control.

2. The Lessor shall be responsible for the proper and continued functioning of all equipment and devices which the Government determines are necessary for air traffic control, but which cannot be placed in operation or controlled from said Tower, or are not otherwise operated by or under the control of the Government.

3. The Lessor shall promptly advise the Government's duly authorized representative(s) in said Tower of any conditions which render all, or any, area(s) of the Airport unsafe for normal utilization by aircraft and will, upon demand, appropriately mark any such area(s) in a manner approved by the Government which properly indicates the existing condition(s); the Lessor shall promptly give notice to the Government's Tower representative(s) prior to the time any maintenance or construction is begun on the airport landing area unless such action is in accordance with a schedule which has been previously coordinated with the said Tower; said notice shall be given not less than thirty (30) days prior to the scheduled date from beginning the first item of construction and/or maintenance on the schedule.

4. The Government shall have absolute control of the operation of said Tower and its associated facilities at all times and shall not be subject to direction from the Lessor in this regard. In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended ( 28 U.S.C. 2671, et. seq.), hereafter termed "The Act", the government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of any employees of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the Act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

5. The Lessor, upon request from the Government, agrees to provide two-way ground control communication equipment in its maintenance an emergency vehicles scheduled to regularly operate in the airport landing area, and such equipment shall be capable of maintaining radio communications with the Government's Tower on said Airport.

6. The Lessor, agrees to pay (and the Government shall not pay any part of such costs other than those provided by any existing Federal Aid to Airports Programs) for the relocation of said Tower and its associated facilities if such relocation is made necessary by Airport improvement or changes which impair the technical and/or operational characteristics of said Tower and its associated facilities.

7. The Lessor shall, as a protection to the proper operation of the ATCT by the Government, prohibit and refrain from the erection or construction of any structures or improvements which may interfere with the visibility of the Air Traffic Controllers' line of sight to all traffic patterns, approaches, runways, taxiways, operational portions of the aprons and other operational areas necessary for the control of ground and air traffic.

IN WITNESS WHEREOF, the parties hereto have subscribed their names hereunder  
as of the \_\_\_\_\_ of \_\_\_\_\_, 2006.

COUNTY OF LOS ANGELES

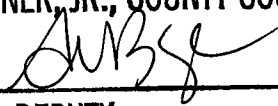
THE UNITED STATE OF AMERICA  
FEDERAL AVIATION ADMINISTRATION

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

APPROVED AS TO FORM  
RAYMOND G. FORTNER, JR., COUNTY COUNSEL  
BY  \_\_\_\_\_  
DEPUTY